

Agreement for the Transfer of Materials

In response to the RECIPIENT's request for : *Escheria coli* K-12 ORFeome in Gateway® Entry vector pENTR/Zeo(Rajagopala et al. BMC Genomics 2010, 11:470), National Institute of Genetics ("NIG") asks that the RECIPIENT and the RECIPIENT SCIENTIST agree to the following before the RECIPIENT receives the MATERIAL.

I. Definitions:

MATERIAL: *Escheria coli* K-12 ORFeome in Gateway® Entry vector pENTR/Zeo and its PROGENY. The MATERIAL shall not include: (a) MODIFICATIONS or (b) other substances created by the RECIPIENT through the use of the MATERIAL which are not MODIFICATIONS or PROGENY.

PROGENY: Unmodified descendant from *Escheria coli* K-12 ORFeome in Gateway® Entry vector pENTR/Zeo, such as cell from cell.

MODIFICATIONS: *E. coli* strains created by the RECIPIENT which are derived from the MATERIAL by way of mutation, transformation, mating and the like.

II. Terms and Conditions:

1. Ownership of the MATERIAL will remain with Nara Institute of Science and Technology, National University Corporation (NAIST).
2. The availability of the MATERIAL is limited to a RECIPIENT of a not-for profit organization for a not-for-profit research.
3. THIS MATERIAL IS NOT FOR USE IN HUMAN SUBJECTS.
4. This MATERIAL will be used by the RECIPIENT SCIENTIST and by individuals supervised by the RECIPIENT SCIENTIST in his/her laboratory for not-for-profit research only and solely in connection with the following research project ("Research Project") described with specificity as follows (use an attachment page if necessary):

Insert applicable information.

5. The MATERIAL shall not be used commencing with the date of this agreement without consulting or licensing obligations to and without the RECIPIENT SCIENTIST's approval of whether such obligations presently exist. If such written permission is obtained from NIG and NAIST, the RECIPIENT SCIENTIST shall provide a copy of the written permission to NIG and NAIST.
6. The RECIPIENT will not distribute the MATERIAL to any entities unless prior written permission is obtained from NIG and NAIST.
7. The RECIPIENT agrees to acknowledge the source of the MATERIAL in any publications reporting use of it. In any publication of the result of Research Project, the RECIPIENT shall include the references to the following paper:

Please briefly describe how the material will be used in your research; This will assist us confirming that the agreement is consistent with your research plans.

The *Escherichia coli* K-12 ORFeome: a resource for comparative molecular microbiology

Rajagopala SV, Yamamoto N, Zweifel AE, Nakamichi T, Huang HK, Mendez-Rios JD, Franca-Koh J, Boorgula MP, Fujita K, Suzuki K, Hu JC, Wanner BL, Mori H, Uetz P.

BMC Genomics 2010, 11:470

8. The RECIPIENT retains ownership of MODIFICATIONS.
9. The RECIPIENT, at the request of both of NAIST and NIG, will agree to make MODIFICATION, which has been already published, available to NAIST and NIG with royalty-free conditions for not-for-profit research purposes only..
10. The RECIPIENT may distribute MODIFICATIONS to nonprofit organization for academic research purpose only, and should not provide MODIFICATIONS for commercial purposes without prior written consent of NIG and NAIST.
11. If the RECIPIENT has filed a patent application of an invention as a result of its use of the MATERIAL, the RECIPIENT shall inform NIG of the patent application number after filing. The RECIPIENT agrees to make the invention (whether patent granted or not) available to NAIST and NIG with royalty-free conditions for not-for-profit research purposes only.
12. Any MATERIAL delivered pursuant to this Agreement is understood to be EXPERIMENTAL in nature and may have hazardous properties. NIG AND NAIST MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. Unless prohibited by law, RECIPIENT assumes all liability for claims for damages against it by third parties which may arise from the use, storage or disposal of the MATERIAL except that, to the extent permitted by law, NIG shall be liable to the RECIPIENT when the damage is caused by the gross negligence or willful misconduct of NIG.
13. The RECIPIENT agrees to use the MATERIAL in compliance with all applicable statutes and regulations.
14. The RECIPIENT acknowledges the MATERIAL contains Gateway® technology, and agree with all items in Exhibit A.
15. The MATERIAL is provided with a transmittal fee solely to reimburse NIG for distribution costs.
16. The RECIPIENT agrees that NAIST and NIG will disclose the record of material transfer to Life Technologies Corporation upon its request.
17. The Undersigned, by signing this Agreement, represents that he/she is authorized on

behalf of NIG to enter into this Agreement for and on behalf of the RECIPIENT.

NIG, RECIPIENT and RECIPIENT SCIENTIST must sign both copies of this letter and return one signed copy to NIG. NIG will then send the MATERIAL.

NIG INFORMATION and AUTHORIZED SIGNATURE

NIG Scientist	Hironori Niki, Ph.D., Professor in Microbial Physiology Laboratory, National Institute of Genetics
NIG Authorized Official	Mutsuaki Suzuki, Ph.D., Director of NIG INNOVATION, National Institute of Genetics
E-mail	<u>chizai@nig.ac.jp</u>
Address	1111 Yata, Mishima, Shizuoka, 411-8540 Japan

Signature of NIG's Authorized Official

Date

RECIPIENT INFORMATION and AUTHORIZED SIGNATURE

Please note that this MTA is only for use by academic and non-profit institutions.

RECIPIENT SCIENTIST
Name, Title, and E-mail:

Name: **Michael K. Iden**
Title: **Professor**

Print full name, job title, and email address of Recipient Scientist.

E-mail: **miden1234 × × × @abc. × ×**

RECIPIENT Organization
Name and Address:

Org. Name: **ABC University**
Address: **1234, Apple Street, Seattle, WA , 99999, USA**

Print legal name of organization, and registered address including postcode and country.

Authorized Official
Name, Title, and E-mail:

Name: **John Smith**
Title: **Director of Intellectual Property unit**

Print full name, job title, and email address of Authorized Official.

E-mail: **sjohn1234 × × × @ abc. × ×**

Signature of RECIPIENT SCIENTIST: I have read and understood the conditions of this MTA and I agree to abide by them in the receipt and use of the MATERIAL.

An actual signature is required.

Date of Signature

× × / × × / 2012

Signature of RECIPIENT SCIENTIST

An actual signature is required.

Authorized Official is an individual who has signatory approval on behalf of the university or institute.

Signature of RECIPIENT Organization's Authorized Official

An electronic signature is NOT acceptable!!

Exhibit A**Limited Use Label License No. 19: Gateway® Cloning Products**

This product contains Gateway® technology that is the subject of one or more issued and/or pending U.S. and foreign patents and patent applications owned by Life Technologies Corporation (“Gateway® Technology”). The purchase of this product conveys to the buyer the non-transferable right to use the purchased amount of the product and components of the product in research conducted by the buyer (whether the buyer is an academic or for profit entity). The purchase of this product does not convey a license under any method claims in patents or patent applications covering Gateway® Technology, or to use this product with any recombination sites other than those purchased from Life Technologies Corporation or its authorized distributor. The right to use methods claimed in patents or patent applications covering Gateway® Technology with this product for research purposes only can only be acquired by the use of Clonase™ enzyme purchased from Life Technologies Corporation or its authorized distributors. The buyer cannot modify the recombination sequence(s) contained in this product for any purpose. The buyer cannot sell or otherwise transfer (a) this product, (b) its components, or (c) materials made by the employment of this product or its components to a third party or otherwise use this product or its components or materials made by the employment of this product or its components for Commercial Purposes. The buyer may transfer information or materials made through the employment of this product to a scientific collaborator, provided that such transfer is not for any Commercial Purpose, and that such collaborator agrees in writing (a) not to transfer such materials to any third party, and (b) to use such transferred materials and/or information solely for research and not for Commercial Purposes. Transfer of such materials and/or information to collaborators does not convey rights to practice any methods claimed in patents or patent applications covering Gateway® Technology. Commercial Purposes means any activity by a party for consideration and may include, but is not limited to: (1) use of the product or its components in manufacturing; (2) use of the product or its components to provide a service, information, or data; (3) use of the product or its components for therapeutic, diagnostic or prophylactic purposes; or (4) resale of the product or its components, whether or not such product or its components are resold for use in research. Life Technologies Corporation will not assert a claim against the buyer of infringement of patents covering Gateway® Technology based upon the manufacture, use or sale of a therapeutic, clinical diagnostic, vaccine or prophylactic product developed in research by the buyer in which this product or its components was employed, provided that none of (i) this product, (ii) any of its components, or (iii) a method claim of patents covering Gateway® Technology, was used in the manufacture of such product. Life Technologies Corporation will not assert a claim against the buyer of infringement of patents covering Gateway® Technology based upon the use of this product to manufacture a protein for sale, provided that no method claim in such patents was used in the manufacture of such protein. For information on purchasing a license to use this product for purposes other than those permitted herein, please email outlicensing@lifetech.com.